

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA

MYRNA I. JOHNSON,

Plaintiff,

vs.

FRED MEYER STORES, INC., A
Delaware corporation,

Defendant.

Case No. 1:04-cv-0008-RRB

VERDICT

We the jury, duly empaneled to try the above-entitled matter, do find, by a preponderance of the evidence, as follows:

1. Was Plaintiff terminated from her employment with Defendant or did she quit?

ANSWER: Terminated X Quit _____

If your answer is Terminated, please proceed to No. 3.

If your answer is Quit, please proceed to No. 2.

2. Was Plaintiff constructively discharged from her employment as defined in these instructions?

ANSWER: Yes _____ No _____

If your answer is YES, please proceed to No. 3. If your Answer is NO, proceed no further, date and sign this Verdict, and notify the bailiff that you have concluded your deliberations and have reached a verdict.

3. Was Plaintiff's termination or constructive discharge from her employment with Defendant done in violation of the implied covenant of good faith and fair dealing?

ANSWER: Yes X No _____

If your answer is YES, please proceed to No. 4. If your answer is NO, proceed no further, date and sign this Verdict and notify the bailiff that you have concluded your deliberations and have reached a verdict.

4. How much money, if any, should Plaintiff be paid to compensate her for the economic losses she sustained as a result of her termination in violation of the covenant of good faith and fair dealing?

ANSWER: \$ 208,000

DATED this 15 day of August, 2008.

Michael E. Edwards
JURY FOREPERSON